

## Product Repair and Replacement Policy

### 1. REQUIRED DOCUMENTATION.

#### 1.1 RMA NUMBER.

**Prior to returning your product to VadaTech Inc., an RMA (Return Material Authorization) Number must first be obtained from VadaTech Inc.** This RMA Number must be referenced on all documentation relating to the return (i.e., shipping documents, shipping label, purchase order, correspondence, etc.). The following information is required when requesting a RMA Number:

1. Model number
2. Serial number
3. Description of failure
4. Shipping information
5. Point of contact and phone number
6. Billing information (required if Out-of-Warranty)
7. Purchase order number (required if Out-of-Warranty)

When the Customer applies for an RMA Number, VadaTech Inc. will determine the warranty status of the product and, if Out-of-Warranty, will advise the Customer of the price for repair as described in section 4 below.

### 2. WARRANTY.

#### 2.1 IN-WARRANTY REPAIR OR REPLACEMENT.

Products repaired or replaced pursuant to their initial warranty shall remain in warranty for a period of ninety (90) days from date of the shipment of the repaired or replacement product to the Customer, or for the remainder of the initial warranty period as provided in VadaTech's Conditions of Sale, whichever is longer. This warranty shall apply only to the repair or replacement action taken.

The Customer shall be liable for the full price of any replacement product and for any unavoidable repair activity carried out on the returned product due to:

- a. Improper or inadequate maintenance by owner
- b. Unauthorized disassembly, modification, or misuse
- c. Operation outside the environmental specifications of the product
- d. Improper site preparation and maintenance
- e. Improper storage or handling by owner
- f. Owner supplied software, hardware, or interfacing

The warranty is voided if the VadaTech warranty label or serial number is removed, illegible, or missing.

#### 2.2 OUT-OF-WARRANTY REPAIR.

Out-of-warranty products repaired or replaced pursuant to their initial warranty shall remain in warranty for a period of ninety (90) days from date of the shipment of the repaired or replacement product to the Customer, or for the remainder of the initial warranty period, whichever is longer.

Boards and products older than six (6) years from the date of shipment, or two (2) years from the date of shipment for Legacy product, will not be eligible for RMA return.

#### 2.2.1 PURCHASE ORDER. All Out-of-Warranty repairs require a purchase order.

All purchase orders must refer to the RMA Number, which the Customer must obtain in advance in accordance with section 1.1 above. The purchase order shall be governed by the terms of this policy notwithstanding any terms contained or referenced in the purchase order. Any products received by VadaTech Inc. for repair without an accompanying purchase order may be subject to rejection and return to the Customer without remedial repair action being taken.

All repair services and all repaired or replacement products are governed by VadaTech Inc.' standard Conditions of Sale, notwithstanding any terms provided with Customer's PO.

### 2.3 PROMPT NOTIFICATION REQUIRED.

If the Customer receives a shipment which includes damaged product(s), it must notify VadaTech Inc. promptly, but in no event more than 30 days after shipment by VadaTech Inc., in order to preserve the capabilities to determine whether the damage is caused by a warranty defect and to recover for damages caused in transit. **Failure to provide such notification voids any applicable warranty, such that any remedial activity shall be considered Out-of-Warranty and a charge applied accordingly.**

### 3. SHIPPING AND PACKING.

Inbound product shall be Delivery Duty Paid, i.e. all shipping charges to VadaTech Inc., including associated taxes, duties, tariffs, etc., shall be paid by the Customer. For In-Warranty repairs, return (outbound from VadaTech Inc.) are Delivered At Place (DAP incoterms) to the Customer's destination. For Out-of-Warranty repairs, return (outbound from VadaTech Inc.) shipping charges shall be paid by the Customer. The type of packaging used to ship the product depends on whether the product is shipped individually, in a chassis, or packaged with other products. The Customer shall utilize the same (or equivalent) protective packaging container for reshipment as was provided by VadaTech Inc. Approved ESD procedures are essential when handling VadaTech Inc. products. **Failure to utilize proper packaging materials and/or approved ESD procedures may result in the voiding of any applicable warranty and/or a delay in the processing of the return.**

### 4. PRICING.

#### 4.1 REPAIR PRICING – BOARD-LEVEL PRODUCTS.

Upon receipt of a returned board-level product, VadaTech Inc. will assess the extent of the repair action required and, if Out-of-Warranty, will advise the Customer of the Fixed Price for carrying out that repair action. VadaTech Inc. will proceed with the repair upon receipt of the Customer's purchase order for the repair price quoted.

#### 4.2 REPAIR PRICING – SYSTEM-LEVEL PRODUCTS.

Upon receipt of a returned system-level product, VadaTech Inc. will assess the extent of the repair action required and, if Out-of-Warranty, will advise the Customer of the Fixed Price for carrying out that repair action. VadaTech Inc. will proceed with the repair upon receipt of the Customer's purchase order for the repair price quoted.

#### 4.3 OTHER PRICING.

##### 4.3.1 Retesting.

A Fixed Price will apply if Customer returns products for "retest for verification" or the like. Such testing shall be limited to normal production test. VadaTech Inc. will proceed with the retest upon receipt of the Customer's purchase order for the repair price quoted.

##### 4.3.2 Upgrade.

Contact your Sales Representative for upgrade request.

##### 4.3.3 NFF; BER.

In the event VadaTech Inc. determines that a returned Out-of-Warranty product is either NFF (No Fault Found) or BER (Beyond Economical Repair), the Customer shall be informed.

##### 4.3.4 Expediting.

Customer may request expedited turn-around for which a premium charge will apply above the Fixed Price as set forth above. Customer will only be charged the premium fee if VadaTech Inc. satisfies the request for expediting.

**5. PAYMENT.** Payment is due upon delivery, or, at VadaTech's option, net thirty (30) days after the date of delivery.